

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Greenbelt Division

IN RE:

ALPHONSO STAFFORD HEARNS, JR.

Case No. 17-12727
(Chapter 13)

Debtor(s)

NATIONSTAR MORTGAGE LLC
PO BOX 619094
DALLAS TX 75261-9741

Movant

v.

ALPHONSO STAFFORD HEARNS, JR.
8407 DEEGAN COURT
CLINTON, MD 20735

NANCY SPENCER GRIGSBY, TRUSTEE
185 ADMIRAL COCHRANE DR.
SUITE 240
ANNAPOLIS, MD 21401

Respondents

MOTION FOR RELIEF FROM AUTOMATIC STAY

Nationstar Mortgage LLC (“Movant”) by undersigned counsel, respectfully moves this Honorable Court to terminate the Automatic Stay and, as grounds therefore, states as follows:

1. This proceeding seeking relief under Section 362 of the U.S. Bankruptcy Code is a contested matter within the meaning of 9014 and 4001 of the Federal Rules of Bankruptcy Procedure, and this court has jurisdiction over this matter pursuant to 28 U.S.C. Section 157.

2. On March 1, 2017, the above named debtor, Alphonso Stafford Hearns, Jr. ("Debtor"), filed in this court a Petition under Chapter 13 of the United States Bankruptcy Code. Nancy Spencer Grigsby was appointed Chapter 13 Trustee.

3. On or about March 7, 2006, Alphonso S. Hearns. Jr. ("Obligor") executed and delivered to HCI MORTAGE a Note in the amount of ONE HUNDRED TWENTY THOUSAND and 00/100 dollars (\$120,000.00), plus interest at the rate of 6.75% per annum, attorneys' fees, costs and late charges to be paid over thirty (30) years. A copy of the Note is attached as Exhibit "A" and incorporated herein.

4. To secure the repayment of the sums due under the Note, Alphonso S. Hearns. Jr. executed and delivered to HCI MORTAGE a Deed of Trust dated March 7, 2006, encumbering the real property ("Property") more particularly described in the Deed of Trust,

LOT NUMBERED ONE HUNDRED ONE (101) IN BUILDING NUMBERED THIRTEEN (13) IN THE SUBDIVISION KNOWN AS "ST. CHARLES COMMUNITIES, WAKEFIELD NEIGHBORHOOD, WAKEFIELD SQUARE, PHASE 2", AS PER PLAT THEREOF DULY RECORDED AMONG THE LAND RECORDS OF CHARLES COUNTY, MARYLAND IN PLAT BOOK PCM 27, FOLIO 227.

SUBJECT to covenants, easements and restrictions of record

BEING the same property conveyed to Alphonso S. Hearns, Jr. from Herman S. Gelman and Dale B. Gelman, by Fee simple Deed dated November 26, 1997, and recorded on December 1, 1997, in Liber 2472, Folio 001 and recorded among the Land Records of Charles County, Maryland.

FOR INFORMATIONAL PURPOSES ONLY

The property address being known as 2701 Red Lion Place, Waldorf, Maryland 20602. which has the address of 2701 Red Lion Place, Waldorf, Maryland 20602. A copy of the Deed of Trust is attached as Exhibit "B" and incorporated herein.

5. The Deed of Trust and Note were later transferred to Movant and Movant is the holder of the Deed of Trust and Note. A copy of the Assignment is attached as Exhibit "C" and incorporated herein.

6. Nationstar Mortgage LLC services the loan on the Property referenced in this Motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor receives a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Nationstar Mortgage LLC. Nationstar Mortgage LLC directly or through an agent, has possession of the Note. The Note is either made payable to Movant or has been duly endorsed.

7. Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase order, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements in support of right to seek a lift of the automatic stay and foreclose if necessary.

8. As of August 16, 2017, the Debtor owes an unpaid principal balance of \$99,105.90 under the Note, plus additional accruing interest, late charges, attorneys' fees and costs.

Unpaid Principal Balance	\$99,105.90
Unpaid, Accrued Interest	\$3,619.74
Prior Bankruptcy Fees and Costs	\$650.00
Title Examination	\$80.00
Less: Partial Payments	(\$986.06)
Total Outstanding Obligations	\$102,469.58

9. The Debtor is post-petition due for March 1, 2017, which includes the following missed payments:

Periodic Payments in Arrears	Number of Missed Payments	From	To	Payment Amount	Total Due
Post - Petition Payments	2	07/01/2017	08/01/2017	\$ 986.06	\$1,936.12
Suspense					(\$46.16)
Total Payments Past Due					\$1,889.96

10. Attached hereto as Exhibit "D" is a payment history with respect to the Obligation.
11. The Debtor is in default under the Note.
12. The scheduled value of the Property is \$163,878.00.
13. The Debtor has not and cannot offer Movant adequate protection of its interest in the Property, and Movant avers it is not adequately protected.
14. Cause exists to terminate the Automatic Stay.

WHEREFORE, the premises considered, Movant respectfully requests that this Court enter an Order terminating the Automatic Stay allowing Movant to exercise its legal rights under applicable law as to the Property, including but not limited to foreclosure against the Property under the Deed of Trust, and for such other and further relief as this court deems just and proper.

Respectfully submitted,

/s/ Namrata Loomba
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CERTIFICATION OF SERVICE

I HEREBY CERTIFY that copies of the foregoing Motion for Relief from Automatic Stay were mailed by first class mail, postage-paid, this 29th day of August, 2017 to the following parties:

Alphonso Stafford Hearns, Jr.
8407 Deegan Court
Clinton, MD 20735
Debtor

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Law Office of A. Stafford Hearns
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Upper Marlboro, MD 20772
Attorney for the Debtor

Nancy Spencer Grigsby, Trustee
185 Admiral Cochrane Dr.
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Annapolis, MD 21401

/s/ Namrata Loomba
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